



Agenda No. 11

CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 13, 2017

FROM: Patrick J. Lawton, City Administrator *PSL*

SUBJECT: PROJECT DEVELOPMENT CONTRACT NO. 511 – ALLELON RESIDENTIAL SUBDIVISION

INTRODUCTION:

The purpose of this agenda item is to approve Project Development Contract Number 511 for Allelon Residential Subdivision. This project will include the construction and development of 50 residential lots. The specific Board of Mayor and Alderman action requested is approval of Project Development Contract Number 511.

BACKGROUND:

The majority of the property was annexed into Germantown in 1969. A portion of the property at the northwest corner of the site, along McVay Road was annexed in 1955. On September 6, 2016 the Planning Commission approved the site plans with the following subdivision variance:

Variance Request waiver of road improvements along the portion of McVay Road within Germantown City limits.

DISCUSSION:

Contract No. 511 is a standard Subdivision Development Contract. The current request is to approve the contract for the development of the site to include the following:

PROPOSED NUMBER OF LOTS: 50 lots

MINIMUM LOT SIZE: 15,000 sq. ft.

PHASES: One

COMMON OPEN SPACE: 1 COS (Detention Basin) at northwest corner of property at intersection of existing McVay Road and proposed Allelon Circle North. 2 Additional COS areas located within the City of Memphis, along the McVay Road frontage of the site. (The Memphis and Shelby County Land Use Control Board approved this subdivision plan on July 14, 2016.)

EXCEPTIONS FROM STANDARD REGULATIONS: Request waiver of road improvements along the portion of McVay Road within Germantown City limits.

BUDGET AND STAFFING IMPACT:

Approval of the Contract will permit the developer to complete construction plans for the actual development of the project. Engineering and Planning staff will spend time and resources reviewing the construction plans, and Construction Inspection staff will spend time inspecting the project during the construction phase. The amount of time required is difficult to estimate, but will be defrayed by the fees for Plan Review and Construction Inspection, which are listed in the attachments.

GERMANTOWN FORWARD 2030:

This project moves the City closer to the Germantown Forward 2030 Strategic Objectives of “the City experiencing positive trends in assessed value of residential areas.” By continuing to create opportunities for new residential properties and encourage improvement to existing homes the result is higher home values, pride in ownership, new residents and an increased value to both neighborhoods and the City of Germantown.

ATTACHMENTS:

Attachment 1 – Application and Disclosure of Ownership Interest

Attachment 2 - Vicinity Map

Attachment 3 - Final Plan

Attachment 4 – Planning Commission Minutes

PREPARED BY: Sheila Pounder

Sheila Pounder, Planning Division Manager

REVIEWED BY: Cameron Ross

Cameron Ross, Director of Economic and Community Development

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve Project Development Contract 511 for Allelon Residential Subdivision.

BOARD ACTION: _____ **MOTION BY:** _____ **SECONDED BY:** _____

VOTE/TOTAL	BARZIZZA	GIBSON	MASSEY	OWENS	JANDA	PALAZZOLO
YES	Yes	Yes	Yes	Yes	Yes	Yes
	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

This Instrument Prepared By and Return To:
City of Germantown
Department of Development
1920 South Germantown Road
Germantown, TN 38138

SUBDIVISION DEVELOPMENT CONTRACT
NO. 511 - Allelon Subdivision

THIS SUBDIVISION DEVELOPMENT CONTRACT ("Contract") is made this ____ day of _____, ____, by and between the CITY OF GERMANTOWN, a municipality organized and existing under the laws of the State of Tennessee ("City") and DOROTHY L. MAY THOMPSON, the address of whom is 424 South Winton Place, Memphis, Tennessee 38117 and BOYLE INVESTMENT COMPANY, the address of which is 5900 Poplar Avenue, Suite 100, Memphis, Tennessee 38119 ("Developers").

WITNESSETH:

WHEREAS, the Developer is the owner of a tract of land, zoned "R" Low Density Residential, which contains approximately 25.828-acres (the "Subdivision Site")¹, and desires to improve and develop the Subdivision Site into a 50-lot subdivision to be known as Allelon Subdivision (the "Subdivision");

WHEREAS, on September 6, 2016, the Germantown Planning Commission approved the subdivision plan of the Developer with respect to the Subdivision (the "Subdivision Plan"); and

WHEREAS, the City is willing to enter into this Contract with the Developer relative to the development of the Subdivision Site and the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates;

NOW, THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. Date of Completion. The Developer shall complete the Subdivision on a timely schedule and in an expeditious manner, with the date of final completion to be not later than twenty-four (24) months from the date of this Contract. Upon written request by the Developer, the City Engineer, for good cause shown, may extend the date for final completion. The Developer shall also pay a contract extension fee as approved by the Board of Mayor and Aldermen if such contract extension is requested.
2. Construction Standards.
 - A. The Developer shall construct the Subdivision in accordance with the Subdivision Plan, as approved by the Germantown Planning Commission and/or the Germantown Design Review Commission, and in accordance with the requirements of:
 - (a) the Germantown Subdivision Regulations;
 - (b) the Germantown Standard Construction Specifications;

¹If the Developer is not the owner of the Subdivision Site, the owner of the Subdivision Site is required to join in this Contract and the obligations expressed herein as being those of the Developer shall be the joint and several obligations of the Developer and the Owner.

- (d) the Memphis and Shelby County Electrical Code (as adopted by the City of Memphis and Shelby County);
- (e) the Memphis and Shelby County Plumbing Code, (as adopted by the City of Memphis and Shelby County);
- (f) the International Fire Code 2006 edition and all appendixes, recommended supplemental administrative provisions, subject to the modifications thereof or additions thereto by the City in its Code of Ordinances; and
- (g) the applicable Ordinances of the City.

Items (a) through (g) are hereby made a part of this Contract by reference and are hereinafter referred to collectively as the "Codes." References herein to said Codes are to those in effect on the date of this Contract unless amendments are hereinafter made which apply to all improvements or subdivisions regardless of their date of commencement and/or completion of construction.

B. The Developer shall also construct the Subdivision in accordance with the following, which are also made a part of this Contract by reference, to the extent that same exceed the requirements of the Codes and/or the specifications of the Subdivision Plan:

- (a) the City of Memphis Standard Specifications, subject to modifications thereof or additions thereto by the City;
- (b) the standards of the American Society for Testing Materials (ASTM);
- (c) the requirements of the Office of Safety and Health Administration (OSHA);
- (d) the requirements of the Federal Americans with Disabilities Act (ADA);
- (e) the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation;
- (f) the Standards of the American National Standards Institute (ANSI); and
- (g) the City of Germantown Fire Prevention Bureau Fire Protection Development Standards.

as all are in effect on the date of this Contract unless amendments are hereinafter made which apply to all improvements or projects regardless of their date of commencement and/or completion of construction.

3. Approval of the Subdivision Construction Plans. The Developer shall obtain the approval of the City Engineer for the Subdivision Construction Plans. All construction on the Subdivision shall be subject to inspection and approval by the City until Final Acceptance, as defined in paragraph 6.

4. Easements. Prior to the recording of the plat of the Subdivision (the "Subdivision Plat"), the Developer shall have all necessary easements which are to be used for a public purpose obtained and conveyed to the City without cost to the City.
5. Fees. The Developer shall pay to the City, prior to execution of this Contract,
 - (a) a lump sum water plant expansion fee in the amount of THREE HUNDRED DOLLARS (\$300.00) per lot;
 - (b) a fee of SEVEN HUNDRED DOLLARS (\$700.00) to partially defray the City's cost for its preparation of the Subdivision Development Agreement. The cost for contract modifications is TWO HUNDRED FIFTY DOLLARS (\$250.00);
 - (c) a fee of FIVE HUNDRED DOLLARS (\$500.00) to partially defray the City's cost for its review of the Subdivision Construction Plans, which includes the cost of the initial plans review and one (1) additional review. The cost for each subsequent review is FIVE HUNDRED DOLLARS (\$500.00);
 - (d) a fee of FIVE HUNDRED DOLLARS (\$500.00) plus a fee of EIGHTY DOLLARS (\$80.00) per lot to partially defray the City's cost for inspection of all phases of the construction of the Subdivision. The Developer will contract for and pay all other engineering, safety, construction, and testing costs of third parties deemed necessary by the Developer or the City for the design and construction of the Subdivision in compliance with this Contract and the specifications of the Subdivision Plan and to determine such compliance. All fees paid to the City pursuant to the terms of this Contract are nonrefundable. Even if the Developer does not commence the Subdivision, it shall not be entitled to a refund of any portion of the fees paid to the City hereunder. Furthermore, if the Developer is required to make a payment hereunder to the City in lieu of performing certain construction (payment in lieu of improvements), such payment shall not be refundable, as the timing of such construction by the City is often difficult to determine;
 - (e) a fee of THIRTEEN THOUSAND, NINE HUNDRED SIXTY ONE DOLLARS (\$13,961.00) as a Parkland Dedication Fee in accordance with the requirements of Section 17-60 of the Subdivision Regulations of the City. The parkland dedication requirement for this development is 0.35508-acres (15,467 square feet) to be dedicated. The fee is based upon a land cost of \$0.9026 per square foot;
 - (f) a fee of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per lot to partially defray the Stormwater Plans Analysis Review and Inspection (NPDES Phase II); and
 - (g) a fee of SEVEN HUNDRED DOLLARS (\$700.00) per intersection for the Traffic Signal Plans review.
6. Initial Acceptance/Final Acceptance and Release of Security.
 - (a) Upon the completion of the Subdivision in compliance with this Contract, except for items which may be completed, as provided in paragraph 31 hereof, after the majority of the work required to complete the Subdivision has been completed, the City Engineer shall issue the City's standard Initial Acceptance Letter to the

Developer, dated appropriately, which date shall be the date of Initial Acceptance (“Initial Acceptance”) and the beginning of the warranty period referred to in paragraph 7, but only as to items completed and found acceptable by the City at the time of Initial Acceptance. The Subdivision Plat will not be recorded until the City Engineer has issued the City’s standard Initial Acceptance Letter.

- (b) As a condition to the granting of Initial Acceptance, if, pursuant to this Contract, Public Improvements, as hereinafter defined, are to be constructed by the Developer on areas to be dedicated to the City by virtue of the official recordation of the Plat for the Subdivision Site, the Developer shall deliver to the City an affidavit certifying the names of all contractors, subcontractors, and material suppliers who have furnished labor and/or material for the Subdivision and certifying that same have been paid in full, together with appropriate waivers of liens from such parties. Only if Public Improvements are to be constructed on areas that are to be dedicated to the City pursuant to this Contract will said affidavit and lien waivers be required by the City. If Public Improvements are to be dedicated, the City must have assurance through appropriate affidavit and lien waivers that no lien arising prior to the dedication will be asserted against the dedicated property after the City acquires title.
- (c) Upon the recording of the Subdivision Plat, such shall evidence and constitute acceptance by the City of those areas and easements, and improvements therein, stated on the Subdivision Plat as being dedicated to the City.
- (d) All survey data shall be tied to Tennessee State Plane Coordinates, and the City of Germantown monumented survey control. Standard City subdivision corner monuments shall be placed at all corners of the subdivided property.
- (e) As a condition to the granting of Initial Acceptance, the Developer or his representative shall furnish to the City the original plat, on electronic media in AutoCad Drawing (DWG) format and on four (4) mm or greater mylar, suitable for recording. At the expense of the Developer, the original plat shall be recorded by the City at the Shelby County Register’s Office. The City shall retain the original recorded plat in their files.
- (f) As a condition to the granting of Initial Acceptance, the Developer or his representative shall furnish to the City as-built plans (water, sanitary sewer, drainage, and a “basic” architectural floor plan) on electronic media in DWG format.
- (g) As a condition to the granting of Initial Acceptance, the Developer or his representative shall furnish to the City two (2) copies of all construction plans on electronic media in Tagged Image File Format (TIFF) format, scanned at a resolution of four hundred (400) dots per inch.
- (h) At the end of the warranty period the Developer must request a certificate from the City acknowledging that all items that were completed at the time of Initial Acceptance are satisfactory to the City. Provided that the Developer meets its obligations under the warranty period as to all items that were completed at the time of Initial Acceptance, final acceptance (“Final Acceptance”) of the Subdivision by the City shall occur and the City will issue a Letter of Final Acceptance and Release of Security subject to the provisions of subparagraph (i) below.

- (i) If sidewalks and/or street construction have been required on the Subdivision Site and the sidewalks have not been completed and/or the final coat of asphalt on the street has not been applied at the time when Final Acceptance would otherwise be granted as to all other aspects of the Subdivision, such Final Acceptance may nevertheless be granted as to all other aspects of the Subdivision and the Security released, provided that the Developer posts separate security with the City ("Delayed Construction Security") in an amount equal to the estimated cost, as determined by the City Engineer, of such incompleting items. Sidewalks shall be installed on all lots and the final coat of asphalt on all streets shall be applied within twenty-four (24) months of Final Acceptance of all other aspects of the Subdivision. Prior to the application of the final surface asphalt, the developer is responsible for making all necessary adjustments to manholes and/or valve boxes to meet finished surface grade and correcting all curb & gutter, subsurface and/or base asphalt defects.
- (j) Delayed Construction Security shall be of the same nature as required for the initial Security to be posted hereunder.

7. Warranty Period.

- (a) Except for sidewalks and the final coat of asphalt on streets, if any of the Public Improvements, as hereinafter defined, and if any of the other improvements installed by the Developer on the Subdivision Site as specified in paragraph 31 hereof require repair or maintenance during the twelve (12) month period immediately following the date of Initial Acceptance as to same (the "Warranty Period"), the Developer shall, at its expense, perform such repairs. The Developer's warranty responsibility with respect to the aforementioned improvements includes repair due to any construction failures and latent defects that arise prior to the expiration of the Warranty Period and damage caused by the Developer or third parties or acts of God. With respect to any such item requiring repair during the Warranty Period, the City Engineer shall give written notice thereof to the Developer (which notice shall stay the expiration of the Warranty Period as to the particular items requiring repairs); and the Warranty Period shall be extended for an additional period of twelve (12) months from the date such repairs are certified as acceptable by the City Engineer. The Warranty Period shall likewise be further extended for another twelve (12) months if further repairs are required after repairs previously made.
- (b) If the Developer fails to repair such construction failures and/or defects and/or damaged items that arise prior to the expiration of the Warranty Period, the Developer shall be obligated to reimburse the City for any costs incurred by the City in making such repairs. The City agrees to make a reasonable attempt to contact the Developer prior to making any such repairs unless those repairs are deemed by the City to be of an emergency nature requiring immediate attention.
- (c) The same twelve (12) month Warranty Period and the same obligations of the Developer thereunder as aforesaid shall apply to sidewalks not completed and the final coat of asphalt not installed at the time Initial Acceptance is granted as to all other aspects of the Subdivision ("Delayed Construction Warranty Period"). The Delayed Construction Warranty Period shall start when the City Engineer has determined that same have been satisfactorily completed and issues a writing to such effect.

8. Security.

- (a) For the purpose of ensuring the prompt payment and performance of all of Developer's obligations pursuant to this Contract, prior to executing this Contract, the Developer shall provide either an irrevocable letter of credit satisfactory to the City, a certificate of deposit from a federally insured financial institution with an office or branch in Shelby County, Tennessee, properly assigned to the City, or cash (which cash shall be held by the City with no obligation to pay interest thereon) (hereinafter alternatively referred to as the "Security"). The amount of the Security shall be equal to one hundred percent (100%) of the water system improvements, and forty percent (40%) of the total estimated cost of the remaining Public Improvements, excluding clearing, grubbing, and grading of the land, plus forty percent (40%) of the total estimated cost of the construction of any private streets, private stormwater infrastructure and private sanitary sewer, plus one hundred percent (100%) of the cost of those improvements which are required by the Planning Commission and the Design Review Commission that are not Public Improvements and which are described in paragraph 31 hereof, or FIFTY THOUSAND DOLLARS (\$50,000.00), whichever amount is larger. Although the amount of the Security shall be less than the total cost of compliance by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of the Developer's obligations hereunder. The Security shall remain in force throughout the period of construction and the Warranty Period, as such Warranty Period may be extended if repairs are required of Developer during the twelve (12) month period following Initial Acceptance subject to the provisions of 8(c) below.
- (b) If the Developer fails to repair the construction failures and defects identified in a written notice from the City Engineer within thirty (30) days of the effective date of such notice, the City may exercise its right, which is granted hereunder, to cause the Security to be converted to funds immediately available to the City so that same may be used to remedy Developer's defaults; payment to the City shall be made under the Security upon demand by the City; provided, however, that if the repair specified in such notice is of a nature which is not reasonably susceptible of completion within said thirty (30) day period, the City will not make demand for payment under the Security if the Developer commences said repairs within said thirty (30) day period for so long as the Developer diligently pursues the completion thereof. All collection expenses, court costs, and attorney's fees incurred by the City in connection with collection under the Security shall be paid by the Developer and/or charged under the Security. Further, if the City should perform or cause to be performed any of the obligations of the Developer hereunder due to default by Developer and expend funds that are not derived from the Security, the City shall be entitled to recover not only such sum but also interest thereon at the rate of ten percent (10%) per annum, which sums shall be chargeable under the Security.
- (c) Reduction of Security/Release of All Security. (i) As to all aspects of the Subdivision which were completed at the time of Initial Acceptance, if, twelve (12) months after Initial Acceptance the Warranty is still in effect as to certain items, due to same having not yet been completed or due to repairs being required to same during such twelve (12) month period, the City may reduce the amount of the required Security to an amount equal to the estimated cost, as

determined by the City Engineer, of completion for such items; and (ii) as to the sidewalks and/or the final coat of asphalt, if, twelve (12) months after the City Engineer accepted same as satisfactorily completed, the Warranty is still in effect as to portions thereof due to same or portions of same not having been completed or due to repairs being required to same during such twelve (12) month period, the City may reduce the amount of the Delayed Construction Security to an amount equal to the estimated cost, as determined by the City Engineer, of completion of such items. When the Warranty has expired as to such items, the City will release the Delayed Construction Security.

9. Public Improvements. The Developer shall grant to the City the ownership and title to all improvements located on the Subdivision Site that are located on areas dedicated to the City by virtue of the official recordation of the Plat for the Subdivision Site ("Public Improvements"), and the City shall assume routine maintenance responsibility for such Public Improvements except for sidewalks after Final Acceptance. Public Improvements include, but are not limited to, curbs, gutters, streets, storm and sanitary sewers, water and fire protection services and other associated appurtenances. Developer shall pay for the total construction cost of all Public Improvements and all other improvements located within the Subdivision site.
10. Public Streets. The Developer shall be responsible for the total construction cost of all public streets located within the Subdivision Site as well as any required off-site improvements, including the cost of preparing for and placing the final asphalt surface, and any right-of-way or easement(s) necessary to construct off-site improvements.
 - (a) Major/Collector Public Streets. The cross section for designated major or collector public streets, as defined by the Official City Major Road Plan (the "Road Plan"), located within the Subdivision shall be three and one-half inches (3.5") of asphaltic concrete on eight inches (8.0") of cement-aggregate base on a subgrade scarified and compacted to ninety-five percent (95%) of maximum standard proctor density.
 - (b) Other Public Streets. The normal cross section thickness and composition of the base and pavement of all public streets located within the Subdivision Site, except those designated as major or collector by the Road Plan, shall be three and one-half inches (3.5") of asphalt on six inches (6.0") of soil cement or cement aggregate base compacted to ninety-five percent (95%) of maximum standard proctor density on a subgrade scarified and compacted to ninety-five percent (95%) of maximum standard proctor density.
 - (c) Alternative Specifications. The Developer may use alternative base, pavement, and subgrade cross sections and composition on any streets located within the Subdivision Site, subject to the written approval of the City Engineer. The approval of the City Engineer will be based on the tests, analysis, and recommendation of an independent, local soils testing laboratory, utilizing standard pavement design procedures. The Developer shall be directly responsible for the employment and payment of such a laboratory if Developer chooses to utilize an alternative pavement design.
 - (d) Private Streets. If streets are to be developed in the Subdivision which are not to be public streets, same shall be required to be constructed in the manner set forth in subparagraphs (b) or (c) above relative to public streets which are not major or

collector streets and to the standards set forth in the Private Streets Standards Policy of the City.

11. Tree Removal. The Developer shall comply with Chapter 23, "Tree Planting, Protection and Grading", of the Germantown Code of Ordinances.
12. Sewer and Water Meter Connections. The Developer acknowledges that the City will assess sewer connection privilege charges and water meter connection charges against the Subdivision in accordance with the City policy prevailing at the time building permits are acquired for each individual lot. The Developer is to install, at its own expense, any outside-the-Subdivision sewer improvements that are necessary for the Development, including, but not limited to, sanitary trunk lines, lift stations, or force mains, unless otherwise specified in a separate contract between the parties hereto and the City of Memphis. The Developer is also to install, at its own expense, any outside-the-Project water, sanitary sewer and/or drainage improvements that are necessary for the Development.
13. Water and Fire Protection Systems. Prior to Initial Acceptance, the Developer shall install water and fire protection systems in accordance with plans approved by the City Engineer and the Germantown Fire Marshal.
14. Water Mains.
 - (a) Existing Water Mains. If any portion of the Subdivision is adjacent to both sides of an existing water main installed at the expense of the City, the Developer shall pay the City a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight inch (8.0") diameter main and appurtenances. If a portion of the Subdivision fronts on only one side of an existing water main installed at the expense of the City, the Developer will pay the equivalent of one-half the construction cost of such main and appurtenances, not to exceed one-half the current replacement cost of an eight inch (8.0") diameter main. The Developer must pay either amount, if applicable, to the City prior to the issuance of a building permit.
 - (b) Oversize Water Mains. If the Developer must install, at its own cost, water mains and appurtenances in excess of eight inches (8.0") in diameter because such water mains must serve developments other than the Subdivision, the City will pay to Developer, upon Final Acceptance of the Subdivision and Final Acceptance of the sidewalks and the final coat of asphalt on the streets in the Subdivision, a sum equal to the following:

<u>Diameter Main</u>	<u>Sum per Linear Foot</u>
10.0"	\$4.00
12.0"	\$7.00
16.0"	\$24.00
20.0"	\$40.00

If water mains and appurtenances in excess of eight inches (8.0") diameter are necessary to provide adequate water and fire flow for the Subdivision alone, the Developer will pay the entire cost of the installation.

15. Sidewalks. The Developer shall install sidewalks as required by the Planning Commission of the City.
16. Gas and Electric Service. The Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and Memphis Light, Gas and Water and City ordinances in effect at the time of such installation.
17. Indemnity. The Developer will indemnify and hold the City harmless against all claims that may arise out of or result from the Developer's performance under this Contract, whether such claims arise out of the actions of the Developer, any subcontractor of the Developer, or anyone directly or indirectly employed by either of them. This indemnity includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment, or debris from drainage, damages resulting from the Developer changing the volume or velocity of water leaving the Developer's property and entering upon the property of others, and claims under any statutes, federal or state, relative to water, drainage, and/or wetlands, and reasonable attorneys fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.
18. Safety. The Developer shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt, and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel, or other construction material is washed, blown, or carried into an existing street, the Developer shall take immediate steps to remove such materials. If the Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer shall reimburse the City for all such cleaning expenses.
19. Insurance.
 - (a) The Developer shall purchase and maintain comprehensive general liability and other insurance that shall insure against claims arising out of the Developer's performance under the contract, whether such claims arise out of the actions of the Developer, any subcontractor of the Developer, their employees, agents, or independent contractors, or anyone for whose acts any of them may be liable, including, without limitation:
 - (1) Claims brought under worker's compensation; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, the Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Subdivision Site to furnish evidence of such insurance for the employees of same;
 - (2) Claims for the personal injury, occupational illness, or death of the Developer's employees, if any;

- (3) Claims for the personal injury, illness, or death of any person other than the Developer's employees or agents;
 - (4) Claims for injury to or destruction of tangible property, including loss of use resulting therefrom;
 - (5) Claims for property damage or the personal injury or death of any person arising out of the ownership, maintenance, or use of any motor vehicle; and
 - (6) Claims by third parties for personal injury and property damage arising out of the Developer's failure to comply with the Developer's obligations under this Contract.
- (b) The insurance coverage required by this paragraph shall name the City of Germantown as an additional insured and shall include the coverage specified above with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit general liability and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) Combined Single Limit automobile liability per occurrence. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to the Developer's obligations under this Contract. Each insurance policy shall contain a provision stating that the insurer will give the City thirty (30) days prior written notice of its intent to cancel or materially change the policy. A provision to the effect that the insurer will endeavor to give to the City prior notice of cancellation or material change to the policy will not be satisfaction to the City. All such insurance shall remain in effect until the City issues its certificate of Final Acceptance and Release of Bond of the completed Subdivision. In addition, the Developer shall maintain completed operations insurance for at least two (2) years after the City issues its certificate of Final Acceptance and Release of Bond. The Developer shall furnish the City with evidence of the continuation of all such insurance at the time of Initial Acceptance and at the time of issuance of the certificate of Final Acceptance and Release of Bond as defined in paragraph 6.
- (c) Prior to commencing any work on the Subdivision, the Developer will furnish to the City a certificate of insurance evidencing the required coverages.
- (d) The furnishing of the aforesaid insurance shall not relieve the Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.
20. Engineer's Certificate. The Developer agrees to obtain and deliver to the City a signed, dated, and sealed certificate from a Tennessee certified and licensed professional engineer to attach to the grading and drainage plans, which certificate shall read as follows:
- I, _____, a duly licensed professional engineer in the State of Tennessee, hereby certify that I have designed the drainage system of this Subdivision in accordance with the Design Standards of the City of Germantown and have considered upstream and downstream conditions that affect drainage

including topography, present and planned land use, existing zoning, and location of natural water courses.

21. Construction Activity. The Developer agrees to include in all contracts between the Developer and the purchaser of any part of the Subdivision upon which a residence has not been constructed (Lot Purchasers) the following, unless otherwise authorized in writing by the City Engineer:
 - (a) All streets shall be kept clear and free of dirt and debris;
 - (b) All construction activity shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday through Saturday, and no construction activity shall be permitted on Sundays and Federal Holidays; and
 - (c) The Developer and Lot Purchasers shall provide the Department of Economic and Community Development with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the above should the occasion arise to do so.
22. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
23. Duration of Obligations. The obligations of the Developer hereunder shall run with the Subdivision Site until the Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, prior to recording of the Subdivision Plat, shall take said real property subject to such obligations. The Developer shall notify the City of any change in ownership of the Subdivision Site taking place prior to Initial Acceptance within ten (10) days of said change. Failure to notify the City of a change in ownership shall be considered a breach of this contract. The Developer's bankruptcy or sale of the Subdivision Site in a foreclosure sale shall also be considered a breach of this contract. Once a change in ownership has occurred, the new owner shall submit Security and Insurance to the City in its name not later than thirty (30) days following such change of ownership. Failure to provide the City said Security and Insurance shall be considered a breach of this contract. Under any breach of this paragraph, the City may exercise its right, which is granted herein, to cause the Security to be converted to funds immediately available to the City so that same may be used to remedy Developer's defaults.
24. Approval Period. This development Contract shall be executed by the Developer within one hundred eighty (180) days from the date of approval of this Contract by the Board of Mayor and Aldermen. Failure to execute this Contract within the said one hundred eighty (180) days will result in the approval of the Board of Mayor and Aldermen being automatically withdrawn.
25. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract, and, accordingly, the normal rule of

construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

26. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
27. Amendment and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by all parties. The Developer shall pay a fee as established by the Board of Mayor and Aldermen for any modification to this Contract.
28. Numbers and Gender. All of the terms and words used in this Contract, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Contract or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.
29. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
30. Notices. All notices, demands, and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier (such as FedEx), or hand delivery as follows:

- (i) To: CITY
City of Germantown
Attn: City Engineer
1920 S. Germantown Road
Germantown, TN 38138-2815
Telephone: (901) 757-7281
Facsimile: (901) 751-7526

With Required Copy to:

Director of Economic and Community Development
at same address and facsimile number as above.

- (ii) To: DEVELOPER
Boyle Investment Company
Attn: Gary Thompson
Address: 5900 Poplar Avenue, Suite 100
City, State ZIP: Memphis, Tennessee 38119
Telephone: (901) 766-4246
Email: garyt@boyle.com

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Agreement when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received.

Any party to this Agreement may change such party's address for the purpose of notices, demands, and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand, or request.

31. Additional Requirements. The following special provisions apply to this Contract:

- A. Fees payable under certain provisions of this contract shall include:

Fee Table	Fee Amount	Type	Paragraph Reference
1.	\$15,000.00	Water Plant Expansion Fee	5a
2.	\$700.00	Contract Preparation	5b
3.	\$500.00	Plans Review Fee	5c
4.	\$4,500.00	Inspection Fee	5d
5.	\$13,961.00	Parkland Dedication	5e
6.	\$7,500.00	Stormwater Management Fee	5f
7.	N/A	Traffic Signal Plans Review Fee	5g
8.	\$1,600.00	Existing Water Line Charges	14a
TOTAL	\$43,761.00		

- B. The City of Germantown Fire Protection Standards require that there be a fire hydrant within five hundred feet (500'), as the hose is laid, from the most remote corner of any lot. All final engineering and construction plans shall be subject to the approval of the City Engineer. All plans shall be consistent with the Planning Commission's and/or Design Review Commission's approval and the development regulations for the City of Germantown.
- C. All necessary easements shall be identified on the plat; including a five foot (5') utility easement along all property lines or a note stating such, except where the City Engineer may grant a waiver. A waiver to this rule may be granted by the City of Germantown when a plan from Memphis Light Gas and Water (MLG&W) denoting no need for such easement is provided.

- D. Public improvements shall include, but are not limited to:
 - 1. Add curb improvements to the Riverdale/Toro Cove intersection area in such a manner to not impede drainage in this intersection.
 - E. All street identification and traffic regulatory signs on public streets shall adhere to the specifications of the City of Germantown Decorative Street Sign Policy and are the responsibility of the developer to furnish and install. All street identification and regulatory signs on private streets shall meet or exceed the specifications of the City of Germantown Decorative Street Policy and are the responsibility of the developer to furnish and install.
 - F. The Developer shall forward the water and sanitary sewer construction plans to the State of Tennessee, Department of Environment and Conservation, and shall provide documentation that the agency has reviewed and approved those plans.
 - G. All plans for entrance features, common area landscaping and other amenities shall be approved by the Design Review Commission and Board of Zoning Appeals prior to installation. Landscaping and entrance features within the development shall be contained in a recorded easement and shown on the Final Plat. Construction details of any proposed entrance walls shall be submitted for review by the Department of Economic and Community Development staff.
 - H. No owner, developer, or tenant of property within the subdivision shall commit an act, or allow a condition to exist on property within the subdivision, which act or condition endangers life or health, violates the laws of decency, or obstructs or interferes with the reasonable and comfortable use of other property in the vicinity.
 - I. All survey data shall be tied to Tennessee State Plane Coordinates and the City of Germantown monumented survey control for Final Plat approval. The Final Plat, construction drawings and "as built" plans shall be submitted on electronic media in a format acceptable to the City. Monuments shall be placed at all corners of the Subdivision in accordance with good engineering practices.
 - J. The Developer shall ensure that all neighboring public and private streets are kept in good condition throughout the construction phase of the project. The developer is responsible for maintenance of existing roadways identified as the haul route for the project.
 - K. Declarations of covenants and restrictions shall be recorded and shown on the plat.
32. Delinquent Taxes. Prior to the execution and delivery of this Contract, the Developer shall pay to Shelby County and to the City all real estate taxes assessed to the Subdivision Site that are then delinquent, together with all interest and penalties thereon.
33. Liquidated Damages. It is hereby understood and mutually agreed by and between the City and the Developer that the work embraced in this Contract shall be completed within twenty-four (24) months from the date of this contract. The Developer agrees that said work shall be processed regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the twenty-four (24) months, unless

extended by the City Engineer for good cause shown. Upon written request by the Developer, the City Engineer, for good cause shown, may extend the date for final completion. The Developer shall also pay a contract extension fee as approved by the Board of Mayor and Aldermen if such contract extension is requested. It is expressly understood and agreed, by and between the Developer and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality. If the said Developer shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Developer does hereby agree to pay the City the amount of \$250.00 per day, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Developer shall be in default after the time stipulated in this contract for completing the work.

The said amount is fixed and agreed upon by and between the Developer and the City because both parties recognize that the City, and its citizens will suffer actual damages if the Developer fails to complete the work within the time specified herein, but such damages are indeterminable and difficult to measure at the time of contracting. In making their agreement regarding liquidated damages, the parties have considered among other things, (a) the construction of the improvements to be made by the Developer will be in an area in the near vicinity of existing occupied homes or businesses, the occupants of which will be exposed to the noise, dirt, dust and activities that are part of a construction project, and are a nuisance to surrounding property owners and (b) the City staff will be required to monitor the Developer throughout the pendency of construction and the longer that construction takes, the longer the City will be required to devote the services of its personnel and, in some instances, employ the services of its consultants, all at additional expense to the City and (c) delay in completion of the Subdivision will cause delay in the Subdivision in its completed condition being added to the tax base of the City. The Developer recognizes the foregoing, and agrees that the amount of liquidated damages fixed and agreed upon herein is a reasonable estimate, made at the inception of the Contract, and agrees that such is not a penalty.

34. Time. Time is of the essence with respect to all obligations imposed by this Contract.
35. Choice of Law. This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement, and interpretation hereof.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto, or persons duly authorized to act for them, have caused this Contract to be duly executed and delivered on the dates hereinafter indicated.

DEVELOPERS:

BOYLE INVESTMENT COMPANY:

By: _____
Gary Thompson

Its: Vice President

Date: _____, 20____

DOROTHY L MAY THOMPSON:

By: _____
Dorothy L. May Thompson

Its: Property Owner

Date: _____, 20____

CITY:

CITY OF GERMANTOWN:

By: _____
Mike Palazzolo, Mayor

Date: _____, 20____

ATTEST:

City Clerk/Recorder

Date: _____, 20____

Approved as to Form:

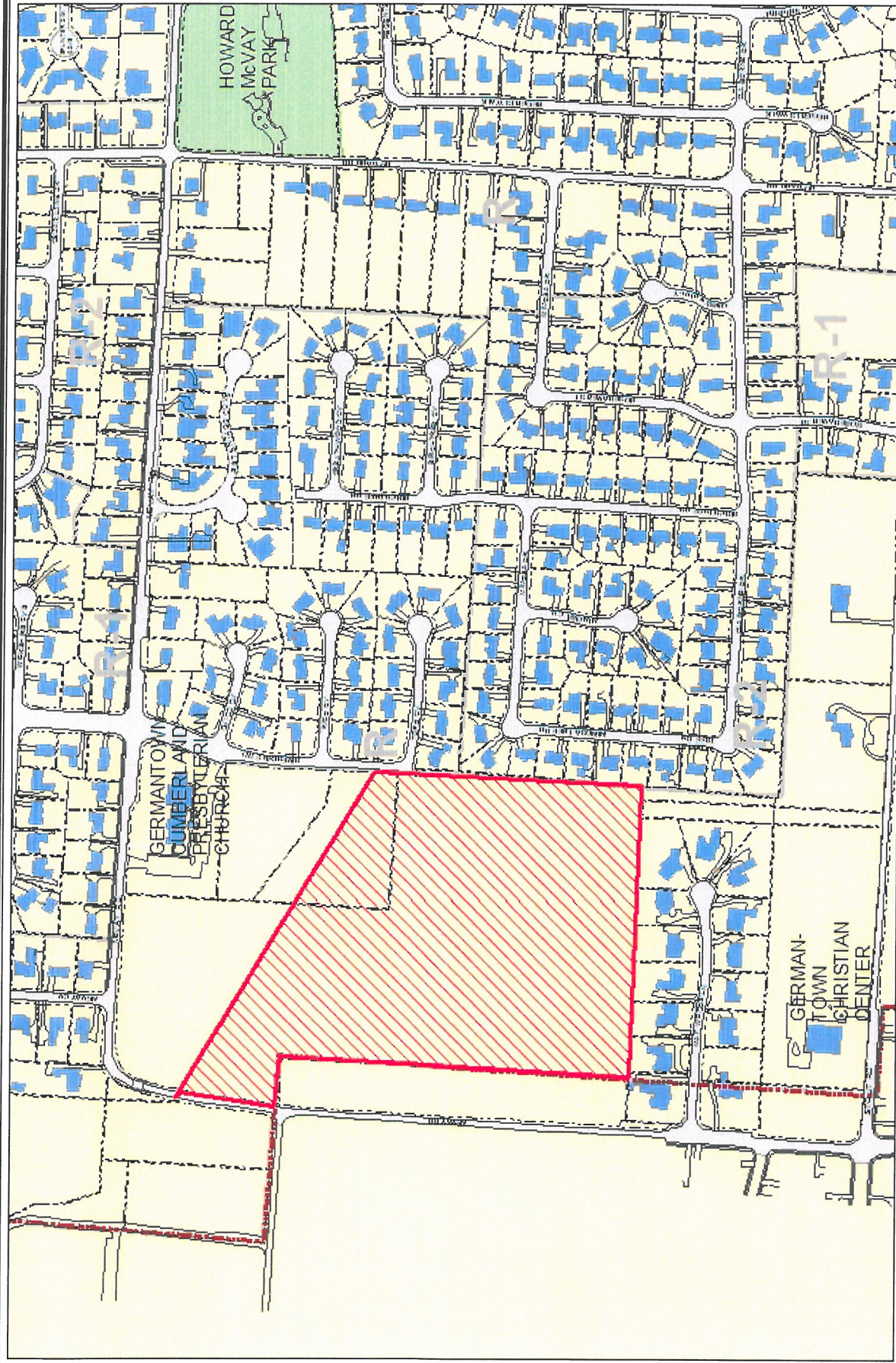
By: _____
City Attorney

Date: _____, 20__

Approved as to Form and Content:

By: _____
Director/City Engineer

Date: _____, 20__



NTS

Allelon Subdivision Vicinity Map

Legend



Site Area



GRAPHIC SCALE
(IN FEET)



VICINITY MAP
N.T.S.

NOTE:
THIS PROPERTY LIES WITHIN THE LIMITS OF A FIRM SPECIAL FLOOD HAZARD ZONE AND ACCORDING TO FIRM PANEL 47157C0455F, THE PROPOSED LOT ELEVATION IS 52.04 FEET. BASE FLOOD ELEVATION IS BETWEEN 302 AND 312.

TBM - TOP OF CURB AT CENTER OF 6-72 DRAINAGE INLET ON THE NORTH SIDE OF POPLAR PIKE, 85.7' ELEVATION - 383.51

FINAL PLAT ALLELON SUBDIVISION GERMANTOWN & MEMPHIS, TENNESSEE JULY 8, 2016

TOTAL AREA: 1,311,074 SF / 30.098 AC.
AREA WITHIN GERMANTOWN: 1,118,744 SF / 25.683 AC.
AREA WITHIN MEMPHIS: 192,331 SF / 4.415 AC.
FEMA PANEL NO. 47157C0455F / ELEV. 305.512.
TOTAL LOTS: 50 LOTS & 3 C.O.S. LOTS



PREPARED FOR:
BOYLE INVESTMENT COMPANY
5900 POPLAR AVE
MEMPHIS, TN 38119

RECORDED



CITY OF GERMANTOWN TENNESSEE

DATE RECEIVED: _____
RECEIVED BY: _____

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

PLANNING COMMISSION OFFICIAL APPLICATION FORM

TYPE OF APPLICATION

(Check ☒ all that apply):

- ☐ Sketch Plan; ☐ Preliminary Site Plan; ☐ Final Site Plan
☐ Minor Subdivision; ☒ Preliminary Plat; ☒ Final Plat
☐ Grading/Tree Removal; ☐ WTP (Wireless Transmission Facility)
☐ Rezoning From: _____ To: _____
☐ Other: _____

IS THIS SITE WITHIN A SMART CODE AREA: (Circle One) YES ☒ NO
(Please note - if yes, then follow Smart Code Application Instructions to complete this form for submittal)

PLANNED USE DEVELOPMENT'S (PUD) ONLY:

- ☐ PUD Outline Plan (Master Plan); ☐ PUD Amendment to Outline Plan;
☐ PUD Preliminary Plan (individual phases); ☐ Final Plan (individual phases);

Phase: _____ of _____ Date of PUD Outline Plan (Master Plan) Approval: _____
Other: _____

PROJECT INFORMATION (Provide Additional Pages as Needed)

Project Name: Allelon
Address/Location: 2411 McVay Road, Memphis, TN 38138
Project Description: The proposed project is a single family residential subdivision comprised of fifty (50) lots. The proposed COS along McVay Road including the detention area are to be maintained by an HOA.
No. of Acres: 25.828 ac Parcel Identification Number(s): G0230 00354

PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL, AND LISTING ALL VARIANCES REQUESTED FROM THE SUBDIVISION AND ZONING REGULATIONS.

OWNER/LESSEE/DEVELOPER INFORMATION

Owner Name (Print): Lucie May Thompson Address: 424 Winton Place South, Memphis, TN 38117
Phone No.: 901-766-5548 Email Address: maytom@bellsouth.net
Signature of Owner: Lucie May Thompson
Lessee Name (Print): N/A Address: _____
Phone No.: _____ Email Address: _____
Signature of Lessee: _____
Developer Name (Print): Boyle Investment Co. Address: 5900 Poplar Ave., Ste. 100 Memphis, TN 38119
Phone No.: 901-766-4246 Email Address: garyt@boyle.com
Signature of Developer: [Signature]

PLEASE ATTACH A COPY OF THE DEED REFLECTING OWNERSHIP OF THE SUBJECT REAL PROPERTY

AGENT/REPRESENTATIVE INFORMATION	
Name: <u>R. Blair Parker</u>	Title: <u>R. Blair Parker</u>
Company Name: <u>Blair Parker Design, LLC.</u>	Address: <u>5159 Wheelis Drive, Ste. 107 Memphis, TN 38117</u>
Phone No.: <u>901-767-6555</u>	Email Address: <u>blairp@blairparkerdesign.com</u>
Who will represent this proposal at the Planning Commission meeting? <u>Blair Parker</u>	

ENGINEER/SURVEYOR INFORMATION	
Engineer Name: <u>Michael Rogers</u>	Address: <u>9180 Crestwyn Hills Drive, Memphis, TN 38125</u>
Phone No. <u>901-748-1811</u>	Email Address: <u>mrogers@fisherarnold.com</u>
Surveyor Name: <u>Fisher Arnold</u>	Address: <u>9180 Crestwyn Hills Drive, Memphis, TN 38125</u>
Phone No.: <u>901-748-1811</u>	Email Address: <u>mrogers@fisherarnold.com</u>

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Germantown in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

- For Profit Entities.** If the Applicant (including all owners, lessees and developers) submitting this Application ("Applicant") is a for-profit entity, i.e. sole proprietor, general partnership, limited partnership, corporation, limited liability company, RE.LT., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: Boyle Investment Co.
Address: 5900 Poplar Avenue, Ste. 100, Memphis, TN 38119

Owner: _____
Address: _____

Lessee: _____
Address: _____

Developer: Boyle Investment Co.
Address: 5900 Poplar Avenue, Ste. 100, Memphis, TN 38119

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business <u>or</u> Home Address
<u>Paul Boyle</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
<u>Henry Morgan, Jr.</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
<u>Bayard Morgan</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
_____	_____

2. **Not for Profit Entities.** If the Applicant (including all owners, lessees and developers) submitting the Application ("Applicant") is a not for profit entity, the authorized representative of the Applicant must list below the name and business or home address of the President (or equivalent chief executive officer) and the members of its board of directors:

Applicant: _____
Address: _____

President or Equivalent
Chief Executive Officer: _____
Address: _____

Members of the Board of Directors of the Applicant:

Name	Business <u>or</u> Home Address
_____	_____
_____	_____
_____	_____
_____	_____

Note that approval of the application is based upon information provided herein and any change in this information including any change in ownership interests of the subject real property, after filing the application may result in reconsideration of any approval.

The Applicant/Owner/Lessee acknowledges and agrees that if the developer of a project is not the owner of the subject real property, the owner/lessee and developer shall be required to join in the project development contract with the City and the obligations of the project development contract shall be the joint and several obligations of the developer, owner, and lessee.

The following materials shall be submitted with ALL Planning Commission Applications:

1. 2-Completed application form and completed Planning Commission Checklist with associated materials
(One original and one copy)
2. 2-Completed disclosure form, which makes up the last two pages of this application
(One original and one copy)
3. **20-sets of full-sized drawings** (including, but not limited to, site plan, grading & drainage, erosion control, utilities, tree removal); and **10 sets of plans on 11”X17” paper.**
 - **ALL PLANS MUST BE STAMPED AND SEALED BY THE APPROPRIATE PROFESSIONAL**
 - **All plans must be folded to fit a legal size folder**
 - Drawings must be scaled and all drawings shall be at the same scale, if possible
 - Dimensions must be marked

SEE APPLICATION CHECKLIST FOR SPECIFIC INSTRUCTIONS/INFORMATION TO COMPLETE THIS APPLICATION FORM AND SUBMIT OTHER MATERIALS AS REQUIRED FOR PC REVIEW

IMPORTANT NOTES:

SIGNAGE – (Require a Separate DRC Sign Application)

REQUESTED WARRANT(S) - (Require a Separate Smart Code Warrant Application)

ALL FEES ARE NON-REFUNDABLE

Request	Fee
Preliminary Site Plan	\$300.00
Final Site Plan	\$300.00
Preliminary Subdivision Plat	\$300.00 base + \$20.00 per lot
Final Subdivision Plat	\$300.00 base + \$20.00 per lot
Wireless Transmission Facility	\$500.00
Planned Unit Development (P.U.D.)	
Outline Plan	\$300.00
Preliminary Plat	\$400.00 base + \$20.00 per lot
Final Plat	\$400.00 base + \$20.00 per lot
Grading / Tree Removal	\$400.00 base + \$20.00 per acre
Miscellaneous	\$300.00

REZONING – From Commercial or Office to Commercial, Office or Residential and From Residential to Residential or Office

Property Size	Fee
0 - 2 Acres	\$600.00
2.1 - 5.0 Acres	\$900.00
5.1 - 10.0 Acres	\$1,200.00
10.1 - 20.0 Acres	\$1,550.00
20.1 - + Acres	\$1,800.00

REZONING – From Residential to Commercial

Property Size	Fee
0 - 2 Acres	\$1,200.00
2.1 - 5.0 Acres	\$1,800.00
5.1 - 10.0 Acres	\$2,400.00
10.1 - 20.0 Acres	\$3,000.00
20.1 - + Acres	\$3,600.00

***ALL APPLICATIONS MUST BE SUBMITTED IN PERSON AND THE SUBMITTER MUST RECEIVE A RECEIPT FROM STAFF**

**PLANNING COMMISSION MEETING
MUNICIPAL CENTER COUNCIL CHAMBERS
Tuesday, September 6, 2016**

The regular meeting of the Planning Commission was scheduled and held in the Council Chambers of City Hall on September 6, 2016. Regular meetings of the Planning Commission are broadcast and recorded electronically. Minutes reflect a summary of the proceedings and actions taken.

1. Chairman Harless welcomed everyone and asked the Commission members as well as the audience to please speak into the microphone so they could be heard. Chairman Harless called the meeting to order at 6:03 p.m. requesting the roll call.
2. Ms. Pam Rush called the roll of the Commission and established a quorum.

Commissioners Present: Mike Harless, Susan Burrow, Dike Bacon, David Clark, Alderman Forrest Owens, Hale Barclay, and Mayor Mike Palazzolo

Commissioners Absent: George Hernandez, and Rick Bennett

Staff Present: David Harris, Tim Gwaltney, Cameron Ross, Tim Gwaltney, and Pam Rush

3. Approval of Minutes for July 5, 2016:

Chairman Harless stated for those people who just arrived, tonight's agenda is on the front table. The first order of business is the approval of the minutes for the July 5, 2016 meeting. If there are no additions, corrections or deletions to the minutes of the July 5, 2016, meeting of the Planning Commission, he would entertain a motion for approval.

Mayor Mike Palazzolo moved to approve the Planning Commission minutes of July 5, 2016, seconded by Ms. Burrow.

Chairman Harless asked for a roll call.

Roll Call: Barclay –yes; Burrow – yes; Hernandez – absent; Bacon – yes; Harless – yes; Owens – yes; Clark – yes; Bennett – absent; Palazzolo- yes. **The motion was passed**

Approval of Minutes for August 2, 2016:

The next order of business is the approval of the minutes for the August 2, 2016 meeting. If there are no additions, corrections or deletions to the minutes of the August 2, 2016, meeting of the Planning Commission, he would entertain a motion for approval.

Mayor Mike Palazzolo moved to approve the Planning Commission minutes of August 2, 2016, seconded by Mr. Barclay.

Chairman Harless asked for a roll call.

Roll Call: Barclay –yes; Burrow – yes; Hernandez – absent; Bacon – yes; Harless – yes; Owens – yes; Clark – yes; Bennett – absent; Palazzolo- abstain. **The motion was passed**

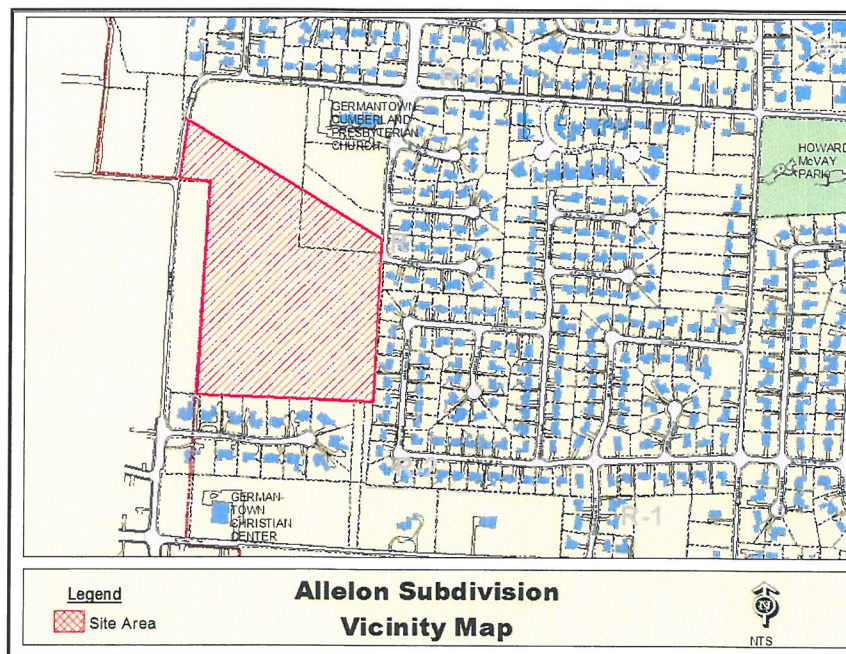
4. Request Preliminary and Final Plat Approval of Allelon Subdivision

Mr. Ross made a presentation of the application to the Planning Commission.

INTRODUCTION:

Development Case Number	16-638
Case Name:	Allelon Subdivision
Location:	2411 McVay Road
Owner Name:	Lucie May Thompson
Applicant Name:	Boyle Investment Co. - Developer
Representative Name:	Blair Parker w/Blair Parker Design, LLC.- Agent/Representative
Zoning District:	R - Low Density Residential
Area:	25.828 Acres
Request:	Preliminary and Final Subdivision Plat Approval of 50 Lots

*Refer to the Disclosure Form attached for more information



BACKGROUND: The majority of the property was annexed into Germantown in 1969. A portion of the property at the northwest corner of the site, along McVay Road was annexed in 1955.

DISCUSSION:

PROPOSED NUMBER OF LOTS: 50 Residential Lots

MINIMUM LOT SIZE: 15,000 sq. ft.

PHASES: One

COMMON OPEN SPACE: 1 COS (Detention Basin) at northwest corner of property at intersection of existing McVay Road and proposed Allelon Circle North. 2 Additional COS areas located within the City of Memphis, along the McVay Road frontage of the site.

EXCEPTIONS FROM STANDARD REGULATIONS: Request waiver of road improvements along the portion of McVay Road within Germantown City limits.

PLANS REVISIONS IN RESPONSE TO TAC AND SUBDIVISION SUB-COMMITTEE COMMENTS: The preliminary and final plats have not been revised; however, the applicant has been in discussion with the City Engineer and Fire Marshall to address a number of site plan issues raised by TAC. Staff comments have been revised to reflect does discussions.

STAFF COMMENTS:

A. PRIOR TO FINAL PLAT APPROVAL

1. Provide a vicinity map that reflects the remainder of the property that this site is being petition from to create this subdivision.
2. The typical 5' utility easement needs to be shown along the side and rear property lines and/or a note stating such. The 5' utility easement is a requirement of Section 17-61 of the Subdivision Regulations. If you do not wish to show the easements as required, you must request a waiver in writing from the Planning Commission. This request is to be submitted to the Planning Department with Final Plat submittal.
3. The final plat should show the current zoning of property.
4. Show lot size for Lot 24 on plat.
5. Label Messick and McVay Roads on plat. Label dedication width.

B. PRIOR TO FINAL CONSTRUCTION PLAN APPROVAL

1. Subdivisions require possible parkland dedication or a fee in lieu payment.
2. As Howard Road Creek Outfall is an impaired stream, TDEC's normal requirements is for a 60' construction buffer, however the buffer may be reduced to required permanent 30' width upon approval of same by TDEC and issuance of a NPDES permit with the reduced 30' buffer.
3. Provide erosion control plan. Sites over 10 acres will require sediment basin with wet and dry storage area.
4. Show floodway boundary on final plat.
5. An approved CLOMR will be required prior to construction plan approval.
6. Two water feeds are required for this subdivision. Preferably along McVay to north and can attach to bridge.

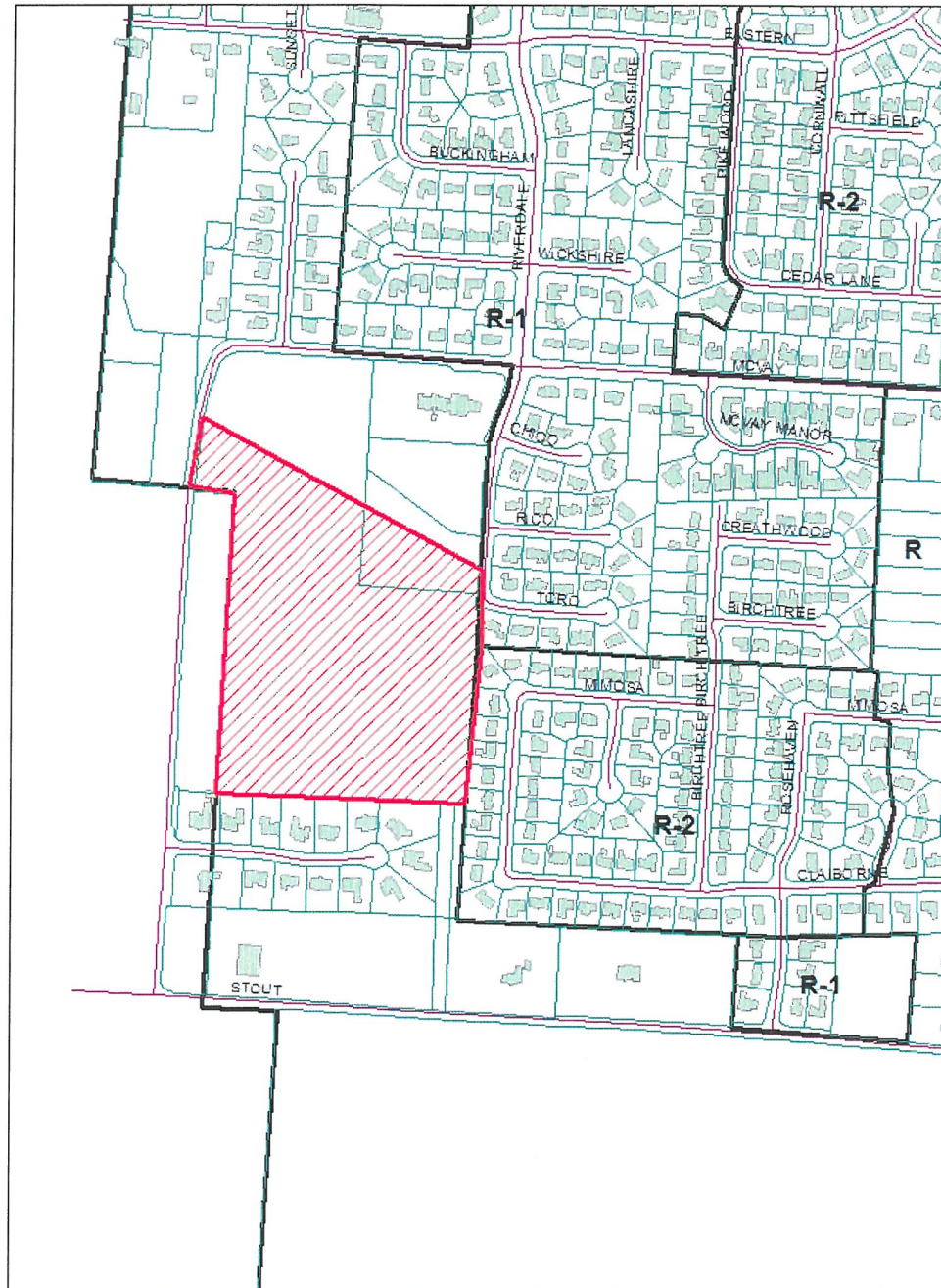
7. Add verbiage to plat that COG to maintain stub streets up to new ROW of McVay. Culverts and headwalls under stub streets to be in COG public drainage easements. Also note that positive flow shall be established along McVay side ditch.
8. Provide adequate site distance at entrances to McVay.
9. Use a minimum of 0.75% grade for all subdivision roads.
10. Add curb improvements to the Riverdale/Toro Cove intersection area and address any drainage issues.
11. Do not show drainage swales on property lines.
12. The roadway plan and profile sheets shall indicate top of curb spot elevations for all proposed curb and gutter at all end of radii (ER's), horizontal angle points and at vertical transition locations (break points).
13. Part of this site is within the FLOODWAY according to the FEMA maps. No construction shall be permitted within the floodway. The floodway boundary line shall be graphically shown on the final plat and grading plan.
14. If a Letter of Map Revision is required for:
 - a. Residential Development: A LOMR must be submitted to FEMA before the final plat is recorded (Initial Acceptance).
15. Minimum finished floor elevations shall be indicated on the plat and grading and drainage plan sheets.
16. This project must comply with the Tennessee Department of Environment and Conservation NPDES Regulations governing Stormwater discharge. The construction drawings shall include an erosion control plan, which is in conformance with these regulations, and provide a copy of the Developer's Notice of Intent (N.O.I.) as submitted to the Tennessee Department of Environment and Conservation (TDEC).
17. The areas denoted as "reserved for Stormwater detention" may not be altered without first obtaining the written permission from the City Engineer's. The Stormwater detention system located in this area shall be owned and maintained by the property owner or a homeowner's association. Such maintenance shall be performed to ensure that the system operates in accordance with the approved drainage plans on file in the City Engineer's office. Such maintenance shall include, but not be limited to: Removal of sedimentation, fallen objects, debris, trash, mowing, and outlet cleaning. A statement to this effect shall be noted on the final plat.

Detention basins are to be designed for the 50-year storm with intermediate controls for the 2,5,10 and 25-year storms.

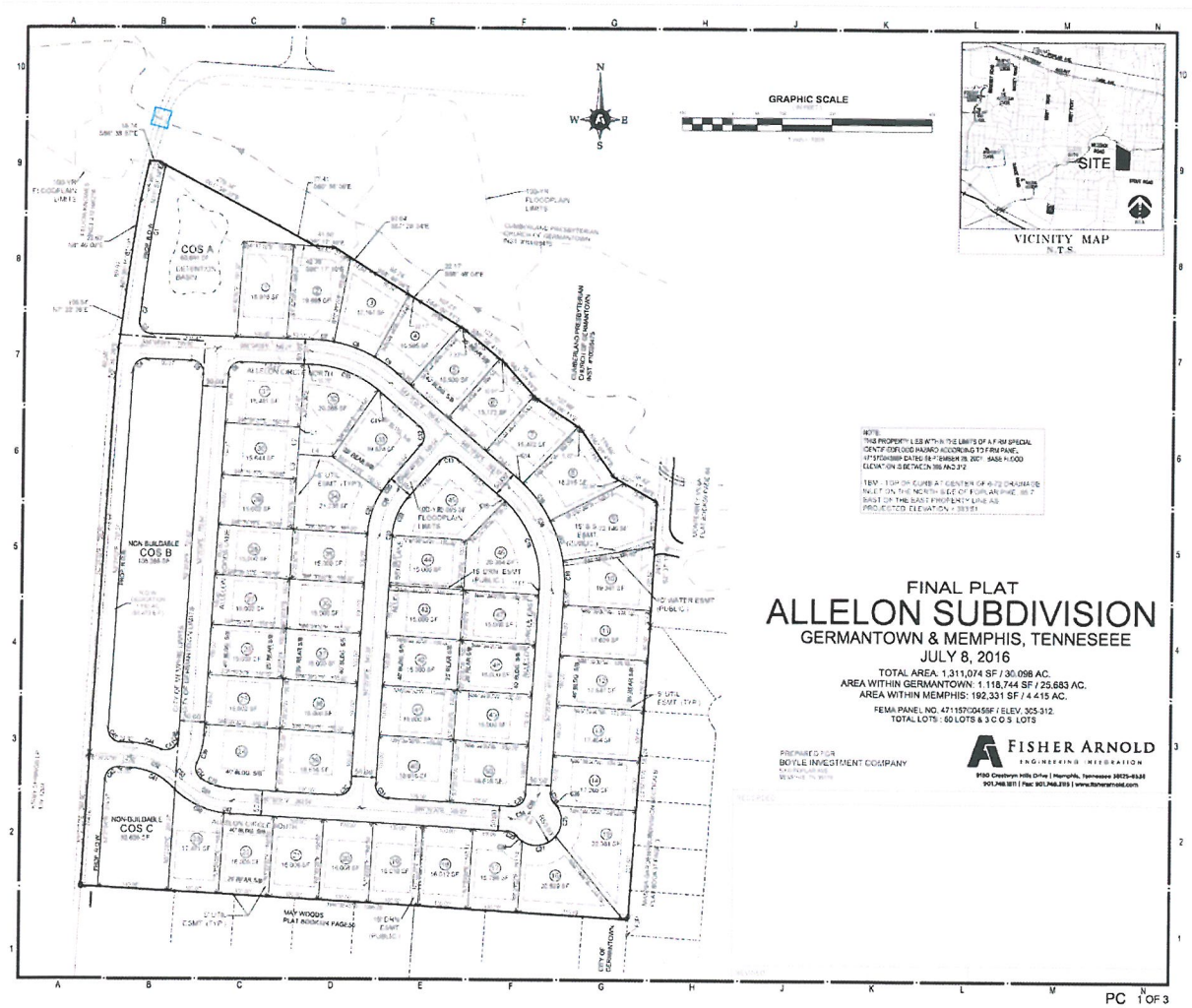
18. Fire hydrant spacing shall be 500 feet between each hydrant with the hydrant being visible from 100 feet away without obstructions.
19. Water supply to the subdivision shall be looped to ensure the needed fire flow and to remove the existing dead end main on McVay.
20. Addresses of the homes shall change street names and numbers at Lots 9 & 46 from Allelon Circle North and Allelon Circle East.
21. Lot 15 shall be the change of address numbers and street names from Allelon Circle East to Allelon Circle South.
22. There shall be a 3 foot circumference clearance around the fire hydrants.

C. GENERAL COMMENTS

1. All recorded easements shall be shown on the plat. A five (5) foot utility easement is required along all property lines, adjacent to and not within any other easement.
2. Plans for any entrance treatment and common area landscaping shall be submitted to the Design Review Commission for its approval. The development shall obtain the necessary approvals from the Design Review Commission prior to development contract approval.
3. Any entrance feature/landscaping shall be contained in a landscape easement.
4. The subdivision covenants shall include a provision for an owner's association that shall be responsible for the maintenance of the fence/entrance structures, landscaping, irrigation, and common open space.
5. An improved driving surface shall be provided prior to the commencement of construction, so as to provide a hard surface parking area for emergency vehicle access.
6. All survey data shall be tied to Tennessee State Plane Coordinates and the City of Germantown monumented survey control. The final plat, construction drawings and "as built" plans shall be submitted on electronic media in DXF format. Concrete monuments shall be placed at all corners of the subdivided property.
7. The Developer agrees to include in all contracts between the Developer and purchaser of any part of the property (Lot Purchasers) the following, unless otherwise authorized in writing by the City Engineer:
 - (a) All streets shall be kept clear and free of dirt and debris;
 - (b) All construction activity shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday thru Saturday, and no construction activity shall be permitted on Sundays; and
 - (c) The Developer and Lot Purchasers shall provide the Department of Community Development with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the above should the occasion arise to do so.



VICINITY MAP





CITY OF GERMANTOWN TENNESSEE

DATE RECEIVED: _____
RECEIVED BY: _____

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

PLANNING COMMISSION OFFICIAL APPLICATION FORM

TYPE OF APPLICATION	
(Check <input checked="" type="checkbox"/> all that apply):	
<input type="checkbox"/> Sketch Plan;	<input type="checkbox"/> Preliminary Site Plan; <input type="checkbox"/> Final Site Plan
<input type="checkbox"/> Minor Subdivision;	<input checked="" type="checkbox"/> Preliminary Plat; <input checked="" type="checkbox"/> Final Plat
<input type="checkbox"/> Grading/Tree Removal;	<input type="checkbox"/> WTF (Wireless Transmission Facility)
<input type="checkbox"/> Rezoning From: _____	To: _____
<input type="checkbox"/> Other: _____	
IS THIS SITE WITHIN A SMART CODE AREA: (Circle One) YES <input checked="" type="radio"/> NO	
(Please note - if yes, than follow Smart Code Application Instructions to complete this form for submittal)	
PLANNED USE DEVELOPMENT'S (PUD) ONLY:	
<input type="checkbox"/> PUD Outline Plan (Master Plan);	<input type="checkbox"/> PUD Amendment to Outline Plan;
<input type="checkbox"/> PUD Preliminary Plan (individual phases);	<input type="checkbox"/> Final Plan (individual phases);
Phase: _____ of _____ Date of PUD Outline Plan (Master Plan) Approval: _____	
Other: _____	
PROJECT INFORMATION (Provide Additional Pages as Needed)	
Project Name: <u>Allelon</u>	
Address/Location: <u>2411 McVay Road, Memphis, TN 38138</u>	
Project Description: <u>The proposed project is a single family residential subdivision comprised of fifty (50) lots. The proposed COS along McVay Road including the detention area are to be maintained by an HOA.</u>	
No. of Acres: <u>25.828 ac</u> Parcel Identification Number(s): <u>G0230 00354</u>	
PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL,, AND LISTING ALL VARIANCES REQUESTED FROM THE SUBDIVISION AND ZONING REGULATIONS.	
OWNER/LESSEE/DEVELOPER INFORMATION	
Owner Name (Print): <u>Lucie May Thompson</u> Address: <u>424 Winton Place South, Memphis, TN 38117</u>	
Phone No.: <u>901-766-5548</u> Email Address: <u>maytom@bellsouth.net</u>	
Signature of Owner: <u><i>Lucie May Thompson</i></u>	
Lessee Name (Print): <u>N/A</u> Address: _____	
Phone No.: _____ Email Address: _____	
Signature of Lessee: _____	
Developer Name (Print): <u>Boyle Investment Co.</u> Address: <u>5900 Poplar Ave., Ste. 100 Memphis, TN 38119</u>	
Phone No.: <u>901-766-4246</u> Email Address: <u>garyt@boyle.com</u>	
Signature of Developer: <u><i>[Signature]</i></u>	
PLEASE ATTACH A COPY OF THE DEED REFLECTING OWNERSHIP OF THE SUBJECT REAL PROPERTY	

Planning Commission – Official Application Form
Page 2

AGENT/REPRESENTATIVE INFORMATION	
Name: R. Blair Parker	Title: R. Blair Parker
Company Name: Blair Parker Design, LLC.	Address: 5159 Wheelis Drive, Ste. 107 Memphis, TN 38117
Phone No.: 901-767-6555	Email Address: blairp@blairparkerdesign.com
Who will represent this proposal at the Planning Commission meeting? Blair Parker	

ENGINEER/SURVEYOR INFORMATION	
Engineer Name: Michael Rogers	Address: 9180 Crestwyn Hills Drive, Memphis, TN 38125
Phone No. 901-748-1811	Email Address: mrogers@fisherarnold.com
Surveyor Name: Fisher Arnold	Address: 9180 Crestwyn Hills Drive, Memphis, TN 38125
Phone No.: 901-748-1811	Email Address: mrogers@fisherarnold.com

Planning Commission – Official Application Form
Page 3

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Germantown in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

1. **For Profit Entities.** If the Applicant (including all owners, lessees and developers) submitting this Application ("Applicant") is a for-profit entity, i.e. sole proprietor, general partnership, limited partnership, corporation, limited liability company, RE.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: Boyle Investment Co.
Address: 5900 Poplar Avenue, Ste. 100, Memphis, TN 38119

Owner: _____
Address: _____

Lessee: _____
Address: _____

Developer: Boyle Investment Co.
Address: 5900 Poplar Avenue, Ste. 100, Memphis, TN 38119

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business or Home Address
<u>Paul Boyle</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
<u>Henry Morgan, Jr.</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
<u>Bayard Morgan</u>	<u>5900 Poplar Avenue, Ste. 100, Memphis, TN 38119</u>
_____	_____

Blair Parker with Blair Parker Design, 5159 Wheelis Drive, Suite 107, Memphis, TN 38117, stated we have reviewed the staff comments and discussed them amongst our team. There are a few tweaks or changes we request based on discussions we had either at the Planning Subcommittee meeting or with Germantown Engineering.

A. Prior to final plat approval:

A.2. Revise comment to read “The typical 5’ utility easement needs to be shown along the front, side and rear property lines of all lots or a note stating such, except where the City Engineer may grant a waiver. A waiver to this rule may be granted by the City of Germantown when a plan from Memphis Light Gas and Water (MLG&W) denoting no need for such easement is provided.”

B. Prior to Final Construction Plan Approval:

B.9. They would prefer this note to read: “Use a minimum of 0.5% grade for all subdivision roads”, which is the accepted street minimum in this region.

B.10. Request this comment be rewritten to read: “Add curb improvements to the Riverdale/Toro Cove intersection in such a manner to not impede drainage in this intersection.”

B.13. Change the wording from Floodway to Flood Plain in the first sentence. Strike the second line: “~~Part of this site is within the Floodway according to the FEMA maps~~” since no portion of this property is within the Floodway, we ask that this sentence be removed. Change wording to Flood Plain in the last sentence.

B.19. Concern about this comment because the impacts to the existing tree cover is unknown. Staff will take care of this prior to construction plan approval.

C. Staff Comments & C. General Comments:

1. Remove this comment entirely: as it potentially conflicts with Staff Comment A.2.
2. Remove this comment entirely: It is our intent to remove as little vegetation as possible during construction. The developer may decide not to make any landscape related improvements here. So we do not want to hold up the start of construction based on an unnecessary DRC review. Staff wants to keep this comment but want to allow for administrative approval from the Director at a later date.
3. Remove this comment entirely: If landscape improvements are made, they will be made in COS of the development, not on individual lots. Staff wants to keep this comment but want to allow for administrative approval at a later date.

Staff agrees as revised to the applicant’s proposed changes to staff comments.

Support:

Ann Geissler at 7211 Creathwood Cove, Germantown, TN 38138, she attended the neighborhood meeting about a month ago. A concern that came up during the meeting was adding a walkway out to Riverdale Road. She can’t tell from the map, rather it was added or not. My neighborhood thought it was a good plan. There are people riding bikes, walking, and jogging on Riverdale Road and McVay Road.

Mr. Ross answered a walkway to Riverdale Road has not been added to the plan. There are no plans to add it at this time.

Sharad Jogal at 7064 May Woods Lane, Germantown, TN 38138, wants to save as many trees as possible, due to the beautiful scenery. He doesn’t want anything to block the scenery.

Chairman Harless noted a lot of people have concerns about the trees. The developer has made a very conservative effort to point out to us, how important it is for them to save the trees.

John McNary at 2361 McVay Cove, Germantown, TN 38138, he lived on McVay Road for 30 years. He is very concern about the traffic on McVay Road. This development is great. He wants to note a couple of things, there are only two exits and entrances from that development on McVay Road. When you have about 50 houses that have two vehicles then that will be 100 vehicles total. The way its setup now one of the entrances comes in off Messick Road onto McVay Road with the curb being there, please fix that entrance. It will throw a lot of traffic on that road. He is yet to hear what has been done with the City of Memphis and City of Germantown working together on how to make sure that the traffic is adequately run through with the curb, and approaches to handle the volume with necessary stop signs and lights.

Mr. Gwaltney stated yes, with 50 lots there is no doubt traffic will increase. As far as the location for the entrances, typically you want the proposed entrances to line up with established streets. In this case, the proposed northern entrance will line up with Messick Road. The site distances will be improved with this project. There are no improvements for the curb along McVay Road being proposed.

Chairman Harless asked Mr. Gwaltney to talk about the CIP program with the widening of the right of way and putting in a roundabout and feedback we got from the neighbors.

Mr. Gwaltney stated you are correct, in that one of the alternatives was a roundabout on this property that's being proposed for this development with the extension of Messick Road to the roundabout. That alternative was abandoned. What did go through the design phase was a realignment of McVay Road to soften the 90 degree bend and install a new bridge farther upstream on the ditch, which would be south and east of the existing bridge. A widening of the roadway did not include additional travel lanes, but just adding shoulders and bike lanes to McVay Road.

Opposition:

Bill Flanigan at 7122 Rico Cove, Germantown, TN 38138, stated my house is at the edge of the flood ditch and he pays flood insurance. The ditch overflows when it rains, the drainage is coming from the park, the dirt is not good (clay) to build on. How much is City of Memphis going to help out with the entrance at Messick Road and McVay Road? He thinks to build on a flood area isn't a good idea.

Chairman Harless asked Mr. Parker to talk about what being done to ensure that we are not going to have increased runoff water and flooding of that creek. The commissioners brought this up in our executive session because we had the same concerns.

Mr. Rogers answered there will be no changes to the flow within the creek. We are putting the detention basin at the lower end of our development. All the drainage within the subdivision and all the streets will drain in that detention basin and will be released at a controlled rate. We can't do anything about the drainage that upstreams at Rico and Chico they still remain in a floodplain. The homes we will be building will be up and above and out of the floodplain. The concerns about soil, if you get in the lower part of the area there could be bad soils, which has to be undercut or treated in some kind of way. We have certain standards for the City of Germantown. You have a very high compaction rate that we have to meet on homes and lots. Every one of the lots is anywhere from 2 feet normal, and above 100 year flood elevation. He assures that lots will not flood in the same conditions as some of the others have flooded.

Mr. Bacon asked if they are taking any flood storage out of that area.

Mr. Rogers answered where you have the floodway and floodplain, the base flood elevations are based on the floodplain being entirely filled and flooding limited to the floodway. So, that's why you can't build in and fill in a floodway, that strictly forbidden.

Felicia Knowes stated she has some concerns about safety for children, riding bikes, jogging, floodplain, a new bridge, and low residential density. Also, entrances not going in and out on the same street, exits back to McVay Road because there are no sidewalks or shoulders on the plans for a two lane road and people. What schools will these children be going to from this new subdivision?

Ann Geissler stated she is not opposed to this project. She walks a lot, and has some concerns about safety for joggers, people walking, bike riders and stroller's. So, her suggestion is to put some kind of entrance or egress onto Riverdale Road.

Board Discussion:

Mr. Clark asked can we have someone address these issues on what schools the children would go to. He believes it's all Germantown schools. Also, he asked someone to address the question about access to Riverdale.

Mr. Parker answered there are three issues to address, first is safety and two entrances into the subdivision. As he understands the subdivision regulates, we are well within the design guidelines with one entrance for a 50 lot subdivision. The developer has suggested two entrances into the development, so you have greater access into the property. In the City of Memphis, the design guideline he believes is 80 lots would be the maximum for one entrance. They feel like with two entrances onto the same street, McVay Road; access is more than adequate. With regards to the schools, it is within the Germantown city limits so the children would go to the Germantown schools or private school if they so desire. With regards to the sidewalks from this development over to the neighboring property on the east, our main concern is connecting with Riverdale Road where there is not a sidewalk or pedestrian connection. We too are concern about safety. We felt that it was a better design to go without a connection to the east. We cannot connect to the south it's an existing development. To connect to the north we would have to go across a large creek and we don't own that property.

Mayor Palazzolo asked if Mr. Ross could go over and give us a little detail on the traffic study. Some of the projects will not create certain numbers, but please help us understand how we look at that as a City.

Mr. Ross answered while he appreciates the confidence in his authority, on this subject it may be better served by the City Engineer.

Mr. Gwaltney answered the minimum requirement for a traffic study is any development that is anticipated to generate hundreds of trips either in the a.m. or p.m. peak. This proposed 50 lot subdivision is anticipated to generate approximating 500 total trips per day. Of those total 500 trips, 50 trips would be expected in a.m. and p.m. peak, which is well below the threshold for a traffic study.

Mayor Palazzolo asked if the standard is created by us or where?

Mr. Gwaltney answered by the Manual of Uniform Traffic Control Devices (MUTCD) as well as the Institute of Transportation Engineers (ITE); what we use for our guidelines.

STAFF RECOMMENDATION: Approval, subject to Staff comments.

SUBDIVISION AND SITE PLAN SUBCOMMITTEE REVISIONS & RECOMMENDATION:
The subcommittee met on August 17, 2016, and withheld a recommendation on this item.

PROPOSED MOTION: To approve the Preliminary and Final Subdivision Plat with 50 Lots for Allelon Subdivision, subject to the Board's discussion, staff comments, and the plans filed with the application.

Mr. Bacon moved to approve the Preliminary and Final Subdivision Plat with 50 Lots for Allelon Subdivision, subject to the Board's discussion, staff comments, and the plans filed with the application, and the staff comments, seconded by Mr. Clark.

Chairman Harless asked if there were any questions or comments.

Chairman Harless asked Mr. Harris are making this motion subject to the comments that staff and the developer have worked out and assuming that they reach an agreement on a couple of open items.

Mr. Harris answered that is correct and that will be reflected in the minutes.

Alderman Owens stated he have some sympathy for the neighbors surrounding that common open space, the detention area. He thinks we touched on it, but would like for it to be fully flushed out, if we can. For the record, Mr. Rogers with Fisher and Arnold is a register engineer and your firm have submitted drainage calculation regarding the detention on the lot to our City Engineer. You have reviewed the detention calculation and determine that there will be no greater flow or rate of runoff will not be any greater than predevelopment than post development.

Mr. Rogers stated we have submitted preliminary calculations on the plan showing the peak flows, but as stated in the conditions, with the part of getting approval from your City Engineer, we will submit a full drainage report based of the final design to show exactly what you said. We will not be increasing the flows and will be designing this subdivision in a manner that it will cause no drainage problems within this development or outside this development.

Alderman Owens asked Mr. Gwaltney if he had reviewed the drainage calculations, as well as if the size is adequate for the detention storage?

Mr. Gwaltney answered that's correct based on what has been submitted so far. Prior to construction plan approval we will review all of the final drainage calculations at that time.

Alderman Owens noted so the construction plan will not be approved, unless it's showing that adequate storage is available.

Mr. Gwaltney noted that is correct and any deficiencies that are found will be corrected in the construction drawings.

Mayor Palazzolo commented that he was grateful to the neighbors and residents who came forward this evening to speak, especially John Johnson, President of English Meadows, organized many people to come to the meeting tonight. He appreciates that; getting information out is so important and feedback as well. He stated that he grew up in this neighborhood and that stretch of McVay and Messick is a very iconic and very much a rural setting. As much as we would like to have more walk ability or sidewalks or bike lanes there, that would change the entire character of that entire segment of that portion of the city, with Messick and McVay. It's not safe to walk there and hopefully no one does walk there. It's a rural cut road. The tree line canopy being saved he thinks it's very special. The development of, which sometimes developments are always controversy; it's something new for the community. But he thinks this particular developer has a track record. If you go to Dogwood Road in Old Germantown in the Central Business District area they did a development that was similar to these lots but were much bigger. They were able to use the natural topography and keep the character in tack and use that as an access to make that a very attractive community. He thinks they will be able to do so with this particular development as well. Saving that canopy and that tree lined road to him is of great value for this community and that development as well. As far as drainage goes it will be looked at carefully, with traffic there will always be new traffic but he thinks that will be diminished if you work in Memphis you have two Memphis

access points and if you are coming back to Germantown you got one easy path that is to go down McVay. He is really appreciative that they did not connect to the back side of Riverdale and have more exposure in the traffic for the coves that are back there. It's a good development and he certainly appreciates the work of staff and developers and including the neighbors.

Ms. Burrow asked my only question is about the safety; will there be a stop sign at Messick?

Mr. Gwaltney answered there will be a stop sign coming westbound out of the subdivision and there currently is a stop sign for eastbound Messick Road at McVay Road. At this point, we have not made that final decision on a four-way stop, but it can be something we looked at.

Chairman Harless made a couple of comments one to the developers. He knows you met with the neighbors and he appreciates it very much. But he thinks there are a couple of neighbors here who have some concerns and he would like to encourage you to meet with them just to help alleviate their fears, and help them understand some of the issues they are addressing. The drainage issue; he heard what everybody said and there is still some skepticism. He knows Mr. Gwaltney will hold the developer to the letter of the law to ensure there isn't any increase. He would like to see some sort of a walkway between the proposed subdivision out to Riverdale Road; it would allow the residents in the subdivision to have a place to walk outside their neighborhood.

Chairman Harless asked for a roll call.

Roll Call: Barclay – yes; Burrow – yes; Hernandez – absent; Bacon – yes; Harless – yes; Owens – yes; Clark – yes; Bennett – absent; Palazzolo- yes. **The motion was passed**

Mr. Bacon voted yes; He echo's the comments that have been made along with the Mayor comments. He thinks it's a creative plan. It's a creative way of addressing a challenge of shared jurisdiction with City of Memphis. He thinks addressing this way preserves the tree canopy almost entirety with a fairly large common open space. He trusts that staff and the city engineer, and Mr. Rogers will address the drainage issues accordingly.

Mr. Barclay voted yes; He would also like to commend the developer on working with the City of Germantown and the City of Memphis for addressing these issues on this site.

Ms. Burrow voted yes; she thinks this will be good and it will help make this area even more desirable then it is now.

Mr. Clark voted yes; he thanks the residents for coming out and voicing concerns. Also to, the history of this company and their track record of leaving things better than they found them; he fully expect no less here.

Chairman Harless asked if there was any old business to come before the Commission. There were none.

Chairman Harless asked if there was any new business to come before the Commission. There were none.

Chairman Harless asked if there were any liaison reports. There were none.

ADJOURNMENT: The meeting adjourned at 7:25 p.m.